



DATED *[Date]*

and

“PUBLISHER” PUBLISHING LIMITED

[AUTHOR]

PUBLISHING AGREEMENT

AGREEMENT DATED [Date]

1. Parties

- (1) "PUBLISHER" PUBLISHING LIMITED whose registered office is at:
"REGISTERED ADDRESS". ("the Publisher").
- (2) The person named in Part 1 of Schedule 1. ("the Author").

2. Definitions

The following terms shall have the following meanings:

- 2.1 " **Publisher**": the person (if any) named in Schedule 1 Part 2 or who is subsequently appointed by the Publisher to edit and manage the Work.
- 2.2 " **Electronic Form**": shall include (but not be limited to) a product sold, distributed and/or communicated in, on or by means of digital optical and magnetic information storage and retrieval platforms or systems (including for example but not by way of limitation videos floppy disk-based software CD-ROM CD-I DVD-ROM DVD-RAM interactive software compact discs ROM-Card silicon chip and any other similar or dissimilar off-line platforms or systems) and/or on-line electronic or other means of transmission (including but not limited to satellite or microwave transmission video-on-demand and/or near-video-on-demand email and the Internet) whether now known or subsequently developed
- 2.3 " **Program**": any computer program referred to in the Specification as forming part of the Work, and including any program code or fragments of code included in the text of the Work
- 2.4 " **Rights**": all vested, contingent and future rights of and in the nature of copyright in all languages and all accrued rights of action and all other intellectual property and other rights of whatever nature in and to the Work whether now known or in the future created to which the Author is now or may at any future time be entitled by virtue of or pursuant to any of the laws in force in each and every part of the Territory.
- 2.5 " **Specification**": the detailed specification for the Work agreed by the Author and by the Editor and set out in Schedule 4.
- 2.6 " **Term**": the full period of copyright in the Work under the laws in force from time to time throughout the Territory.
- 2.7 " **Territory**": the Universe
- 2.8 " **Work**": the Work, the provisional title, objective and Specification of which are set out in Schedule 4 and consisting of a document or series of documents, illustrations, program code and products in any media that are substantially derived from the Work. It is agreed that the Work shall be the Author's next work.

3. Assignment of Rights

In consideration of the payment by the Publisher to the Author of the sums referred to in clause 8, the Author assigns the Rights to the Publisher for the Term with full title guarantee and by way of present assignment of existing and/or future copyright.

4. Delivery of the Work

4.1 Schedule

The Author undertakes that the Work shall conform to the Specification and the Author shall complete and deliver the text of the Work to the Publisher in the form and by the delivery dates specified in Schedule 5.

4.2 Copyright permissions

The Author shall at the Author's expense obtain from the copyright owner or owners and deliver to the Publisher written permission to include within the Work any material (including, but not limited to, any third party software or code) the copyright of which is not the Author's own. The Author shall notify the Publisher identifying all such material and the Publisher will assist the Author in obtaining the copyright permission in any reasonable manner.

4.3 Failure to deliver text, Program or illustrations

If the Author for any reason fails to deliver to the Publisher all or any of the material described above by the due dates the Publisher may if it so wishes:

4.3.1 Decline to publish the Work, in which case the Publisher shall give notice to the Author terminating this Agreement and the following provisions shall apply:

4.3.1.1 The Author shall not be at liberty to publish the Work or offer it to any other publisher without first re-offering it to the Publisher on the terms set out in this Agreement; and

4.3.1.2 The Publisher has the right to reclaim all monies paid to the Author under this Agreement.

4.3.1.3 Termination shall be without prejudice to the Publisher's rights in respect of any further loss suffered by the Publisher arising out of the Author's failure to deliver material by the due dates. or

4.3.2 Arrange for a competent person to write and deliver to the Publisher the material that the Author has failed to deliver and the fees and/or royalties payable to such person shall be deducted from any sums which may become due to the Author under the terms of this Agreement.

5. Editing and Acceptance for Publication

5.1 Editing and corrections of proofs

5.1.1 On delivery of each section of the Work it shall be edited by the Editor, who shall indicate any necessary corrections. This will be returned to the Author who undertakes to read, check and correct the Work. This process will continue as many times as necessary. The Publisher reserves the right having first notified the Author to alter or remove any part of the Work as may be considered objectionable or actionable at law and generally reserves the right to alter, amend, add to or delete any material from the Work in any manner and to any extent that the Publisher considers in good faith to be for the improvement of the Work.

5.1.2 If the Author is unable or unwilling or for any reason fails to carry out to the Publisher's satisfaction any amendments requested by the Publisher within a reasonable period of the Publisher's request, the Publisher may arrange for a competent person to make the amendments and the fees and/or royalties payable to such person shall be deducted from any sums which may become due to the Author under the terms of this Agreement.

5.2 Acceptance of the Work

The Publisher shall accept the Work when the material delivered by the Author is considered by the Publisher conform to the Specification and to the other requirements in this Agreement. Acceptance of the Work contents does not guarantee inclusion in a publication.

6. Control of Publication and Termination

- 6.1 The Publisher shall have the entire control of the manner and terms of publication, distribution and sale of the Work in all languages throughout the Territory.
- 6.2 The Publisher reserves the right to terminate this Agreement at any time, for no fault on the part of the Author, by giving notice of termination referring specifically to this clause, and if it does so in reliance on this clause, then the following shall apply:
 - 6.2.1 All monies paid for work completed up to the date of termination shall be retained by the Author unreservedly.
 - 6.2.2 The Publisher agrees to pay the Author a reasonable sum for work completed but not yet submitted on presentation of that work to the Publisher on request.
 - 6.2.3 The Publisher agrees to pay the Author a reasonable sum for work completed and submitted but not selected by the Publisher for inclusion in a published Work.
 - 6.2.4 The Publisher shall relinquish all rights to the completed or part completed work as detailed in this Agreement, and the Publisher shall have no further liability to the Author whatsoever in respect of the non-publication of the Work, and may arrange for another author to write a work on the same subject.
 - 6.2.5 The Publisher reserves all rights in the Specification, which the Author acknowledges is the exclusive and confidential property of the Publisher.

7. The Author's Warranties and Indemnity

The Author warrants to the Publisher that:

- 7.1 The Author will identify all (if any) parts of the Work which are not the Author's sole original work, and with the exception of any such identified parts, the Author is the sole owner of the Rights and has full power to enter into this Agreement
- 7.2 The Work contains nothing which is obscene, blasphemous or libellous or which would, if published, constitute a breach of contract or be otherwise unlawful or which will infringe the copyright or any other rights of any third party.
- 7.3 All statements in the Work purporting to be facts are true and any recipe, formula or instruction contained in it will not cause any injury to the person, personal rights or property of the user of the Work.
- 7.4 The Work will undergo rigorous anti-virus and de-bugging procedures carried out by the Author.
- 7.5 The Author will keep the Publisher fully indemnified against all losses, damages and costs (including any sums paid to settle any claim) suffered by the Publisher arising out of any breach of any of the above warranties or out of any wrongful act on the part of the Author.

- 7.6 The warranties and indemnity contained in this Agreement shall survive its termination or expiry.

8. Payments

8.1 Advance

8.1.1 Conditional upon the Author delivering the Work to the Publisher in instalments by the delivery dates specified in Schedule 5 and the Work being accepted by the Publisher, the Publisher shall pay to the Author the Advance by the instalments specified in Schedule 2 Part 1. This Advance is in advance and on account of and recoupable from all Royalties due to the Author under this Agreement

8.1.2 Subject to clause 4.3, the Advance shall not be returnable in any event.

8.1.3 All payments by the Publisher to the Author shall be paid as directly expressed in the contract. All issues regarding personal taxation or other forms of deduction that may be applied to such payments are the responsibility of the Author.

8.2 Royalties

Subject to the terms and conditions set out in this Agreement the Publisher shall pay to the Author royalties in respect of revenue attributable to sales of the Work during the Term as set out in Schedule 3 Part 1 and shall deliver accounts in accordance with Schedule 3 Part 2.

9. Dealings by the Author

The Author agrees with the Publisher during the Term not without the Publisher's prior written consent to prepare or authorise the preparation of any work of a nature which is based on the Work or may reasonably be considered to be likely to affect prejudicially the sales of the Work.

10. Revised editions of the Work

10.1 If the Publisher shall during the Term consider that a revised edition of the Work is necessary in order to keep it up to date, the Publisher may so notify the Author, and the Author shall edit and revise the Work and shall supply any new material that is required for that purpose and deliver the edited and revised Work to the Publisher within a reasonable period of time, specified by the Publisher, of receipt of the Publisher's notice. Any revised edition shall be the subject of a new contractual agreement.

10.2 If the Author is unwilling or unable to edit and revise the Work in accordance with clause 10.1, or if the Author fails for any reason to do so within the time specified by the Publisher of receipt of the Publisher's notice under clause 10.1, the Publisher may arrange for a competent person to do so and any fees and/or royalties payable to such person shall be deducted from any monies which may become due to the Author under the terms of a new agreement as mentioned in 10.1.

11. Marketing and Support

The Author agrees to respond to a reasonable number of email requests from the Publisher for additional information on and amendments to the Work for the purposes of marketing and customer support after the publication of the Work.

12. The Author's Use of Material from the Work

12.1 In Other Writings

The Author shall have the right to quote short excerpts from the Work in his other writings, such as magazine article or course or lecture notes, provided that the excerpts shall not constitute more than 10% of the content of the written piece. The Author shall clearly credit the Work as the source of any excerpts that he quotes from the Work. The Author shall also notify the Publisher of any other writings in which he uses excerpts from the Work.

12.2 Online

The Author shall have the right to make freely available on his website any material from the Work that the Publisher makes freely available on its website

13. Discounted Copies of the Publisher's Books

The Publisher agrees to sell copies of any its book to the Author on request at a discount of 40% from the Publisher's cover price. The cost of such copies shall at the Publisher's option either be deducted from monies owed by the Publisher to the Author or paid within [14] days of the date of the Publisher's invoice to the Author.

14. Option on future Works

The Author shall give the Publisher the first opportunity to read and consider for publication the next 2 works on any computer-related subject that the Author seeks to have published.

15. General

15.1 Whole Agreement

This Agreement, together with the Schedules and any further documentation expressly agreed by both parties to form part of this Agreement, contains the whole agreement between the parties and supersedes any prior written or oral agreement between them in relation to its subject matter. The parties confirm that they have not entered into this Agreement on the basis of any representations not expressly incorporated into this Agreement. Nothing in this clause shall operate to exclude liability for any fraudulent statement or act

15.2 Proper law and jurisdiction

This Agreement shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

15.3 Waiver

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right subsequently to enforce all terms and conditions of this Agreement.

15.4 Joint and Several

Where the Author consists of more than one person, the obligations, warranties, indemnities and rights of all such persons under this Agreement shall be binding upon and granted to all such persons jointly and severally. All payments due to joint Authors under this Agreement shall be made to them in equal shares unless and until all of the Authors shall together instruct the Publisher otherwise in writing.

15.5 Assignment

The Publisher may freely assign the benefit of this Agreement.

15.6 Moral Rights

15.6.1 The Author irrevocably and unconditionally waives all of his moral rights in respect of the Work under the laws in force from time to time throughout the Territory.

15.6.2 The Author hereby consents to the modification by the Publisher of the Work and to the publishing and exploitation of the Work in hard copy format, electronic copy format, whether as a whole or in part, whether or not modified in any way, and whether or not in conjunction with other material not created by the Author.

15.6.3 The Publisher undertakes to give credit to the Author as author of the Work wherever practical to do so, and in particular in the printed Book.

15.7 Headings

The headings contained in this Agreement are for reference purposes only and shall not affect the meaning of this Agreement

15.8 Notices

15.8.1 Any notice, consent or the like (in this clause referred to generally to as "notice") required or permitted to be given under this Agreement shall not be binding unless in writing and may be given personally or sent to the party to be notified by pre-paid first class post (or by prepaid air mail if one of the parties is located in a different country to the other party) or by electronic mail or facsimile transmission at its address as set out above or as otherwise notified in accordance with this clause.

15.8.2 Notice given personally shall be deemed given at the time of its delivery

15.8.3 Notice sent by first class post in accordance with this sub-clause shall be deemed given at the commencement of business of the recipient on the second business day next following its posting, and notice sent by air mail shall be deemed given at the commencement of business of the recipient on the seventh business day next following its posting

15.8.4 Notice sent by electronic mail or facsimile transmission in accordance with this subclause shall be deemed given at the time of its actual transmission, provided that the sender does not receive any indication that the electronic mail message or facsimile transmission has not been successfully transmitted to the intended recipient.

15.9 Name and Likeness

The Author irrevocably and unconditionally grants to the Publisher and its licensees, assignees and successors in title the perpetual right in its discretion to use the Author's name, likeness, biography and the product of all of the Author's services under this Agreement, in connection with the advertising, publicising and exploitation of the Work, but the author acknowledges that the Publisher is under no obligation whatsoever to use the Author's name, likeness and/or biography except as otherwise specifically provided in this Agreement.

15.10 Non-employment

This agreement does not constitute an employment contract.

SCHEDULE 1

Part 1

“The Author” means the following person or persons:

Name

Address

[name]

[full address and telephone number of author]

Part 2

“The Publisher” means the following person:-

Name

Address

Publisher Name

“PUBLISHER NAME, ADDRESS AND PHONE”

SCHEDULE 2

Part 1: The Advance

The Advances shall be the sum of US\$[Total]

Instalment Plan:

On editorial acceptance of the first drafts of chapters [x-xx]	US\$[xx] as per invoice
On editorial acceptance of the final drafts of chapters [x-xx]	US\$[xx] as per invoice
On full publication and release of title by Publisher	US\$[xx] as per invoice

SCHEDULE 3 Royalties and Accounts Part 1: Royalties

1. Subject to clause 8.2, the Publisher shall pay to the Author on all the receipts from the sales of copies of the Work in printed and electronic form and from the sale or license of translation rights in the Work during the Term by the Publisher or by the Publisher's licensees sixteen percent (16%) of the Publisher’s net receipts (exclusive of Value Added Tax).

- 2. Where the Work or part of the Work is exploited in conjunction with any other work or forms part of a larger work, the royalty payable to the Author shall be pro-rated as appropriate.

Part 2: Accounts

- 1. The Publisher shall make up accounts for the Work quarterly (3 month periods – to 31st March, 30th June, 30th September and 31st December) following publication and such accounts shall be delivered to the Author and settled within three months thereafter, **provided** that no payment need be made in respect of any period in which the sum due is less than £75 in which case the amount shall be carried forward to the next accounting date. If the book is published in the last month of a reporting period, it is excluded for payment but reported, and the balance carried forward to the next period.
- 2. All sums due to the Author under this Agreement (including the Advance and Royalties) shall be paid in Pounds Sterling, U.S. Dollars, or Euros as agreed between the Author and the Publisher. The exchange rate used for conversion on Royalties will be based on the average rates for that quarter, and will be those published by Barclays Bank PLC (UK).
- 3. If any amount receivable by the Publisher in respect of sales of the Work by it or by its licensees shall be payable in a currency other than sterling and the remittance of such amount to the United Kingdom shall be blocked by any governmental or other authority the same shall not be deemed to have been received by the Publisher until unblocked and actually received by the Publisher **PROVIDED THAT** if any such amount or part of such amount is identifiable as being payable to the Author and is held by the Publisher in a bank account, the Publisher shall notify the Author of the amount and particulars and if so requested shall arrange for the same to be paid into a bank account in the Author's name and under the Author's control in the country concerned
- 4. Any overpayment made by the Publisher to the Author in respect of the Work may be deducted from any sums subsequently due to the Author from the Publisher under this Agreement or under any other Agreement between the Author and the Publisher.
- 5. It is the responsibility of the Author to set up a bank account in a country that accepts UK payments for the Publisher to use to make any payments due to the Author.
- 6. The Publisher will be responsible for paying UK bank fees for the payments it makes to the Author. Non-UK bank or Paypal fees for payments made by the Publisher to the Author are the sole responsibility of the Author.

SCHEDULE 4

The Work (Clause 2.8)

Part 1 :

ISBN of the Title: [ISBN]
 Provisional Title of the Work: [Title]
 Chapters:

Number: [Chapter Number]	Title: [Chapter Title]
Number: [Chapter Number]	Title: [Chapter Title]
Number: [Chapter Number]	Title: [Chapter Title]

Part 2 : Objective of the Work

To comply with the generic specification for the Publisher Guides

Part 3 : The Specification

This specification is subject to further discussion between the Publisher and the Author. It may change and develop and any such changes must be agreed in writing by both parties.

SCHEDULE 5

Delivery

Part 1 : Delivery Dates

1. The following chapters of the Work shall be delivered to the Publisher by the following dates:

Chapter Number	Proposed Chapter Title	Delivery Date
[chapter number]	[chapter title]	On or before [date]
[numbers x to y]	See specification	On or before [date]

2. The Programs shall be delivered to the Publisher concurrent with the chapters

Part 2 : Delivery Format

Text: This shall be delivered on disk or sent via e-mail in Microsoft Word or Open Office format and shall be formatted using the template provided by the Publisher.

Illustrations: These shall be drawn clearly and precisely as line artwork in any BMP or PNG, and they should be delivered concurrently with the chapter in which they are referred. Illustrations are usually redrawn by the Publisher. Any illustration that is redrawn by the Publisher shall be checked by the Author.

Programs: These shall be delivered on disk or via e-mail concurrently with the chapter in which they are referred.

SCHEDULE 6

Free and Discounted Copies of the Work

1. The Publisher shall supply to the Author free of charge:

- [3] three copies of the first edition of the Work published by the Publisher
- [2] two copies of any subsequent revised edition of the Work published by the Publisher

2. The Publisher agrees to sell additional copies of the Work to the Author on request at a discount of 40% from the Publisher’s cover price. The Author shall be entitled to receive royalties on such copies. The cost of such copies shall at the Publisher’s option either be deducted from monies owed by the Publisher to the Author or paid within

[14] days of the date of the Publisher’s invoice to the Author.

Duly authorised for and on behalf of the Author:

Signature

Email Address

Duly authorised for and on behalf of the Publisher:

Signature

Email Address